

**Memorandum of Understanding
between
The Incorporated County of Los Alamos
and
the Los Alamos Firefighters' Association Local 3279**

This **Memorandum of Understanding** is entered into between the parties: The Incorporated County of Los Alamos and the Los Alamos Firefighters' Association Local 3279. The parties, through their designated representatives, met and conferred in good faith regarding Article 16 (Grievance Procedures) and Article 19 (Assignments, Reassignments and Transfers). This meeting was authorized under Article 45 (Terms of Agreement) in the current Collective Bargaining Agreement (CBA).

Therefore, the language for Article 16 and Article 19 has been revised as outlined below and is effective upon signature of both parties. The revised language may be incorporated into the next full CBA.

Article 16 GRIEVANCE PROCEDURES

A. Purpose

The purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, equitable resolutions to problems, which may arise and are subject to review under this procedure. There shall be no other grievance or appeal procedure for firefighters in the bargaining unit other than that contained in this Article. The intent of this language is to ensure that the only remedy or recourse the Union or an employee has regarding an issue that is covered by this Agreement is the procedure contained herein. Other complaints about working conditions, rules and regulations, promotions and transfers may be addressed through the Labor Management Committee or through the chain of command.

B. Definitions

1. A "grievance" shall be defined as a formal complaint concerning an alleged violation of a specific provision(s) of this Agreement or a management action where an employee has been harmed or received a written corrective action, suspension without pay, demotion or termination based upon this Agreement, LAFD FCD's and/or LAC Personnel Rules and Regulations.

2. A "grievant" shall be any employee, group of employees, or the Union.

3. "Days" shall mean calendar days throughout this Article. When this procedure states a specific number of days in which some action must or may be taken after a given event, the day of the given event is not counted in computing the time, and the last day of the period is deemed to end at close of business on that day. If the final day occurs on a weekend or holiday, the final day will be the first following business day.

C. Procedures

1. Grievance proceedings shall be kept informal at all levels of this procedure.

2. The number of days indicated at each level of this procedure shall be considered a maximum, and every effort shall be made to expedite the process.

3. If the County or department fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance shall be considered automatically appealed to the next level of the procedure.

4. If the grievant fails to comply with the grievant's time limit requirements as set forth under any of the procedure levels; the grievance shall be considered null and void.

5. The time limits set forth herein may be extended provided the extension has been mutually agreed upon by the parties in writing. If an employee has pre-approved annual leave, compensatory time leave and/or a shift trade during the initial 15 day requirement, the timeline will be extended by those days.

6. A grievance shall not be considered unless the grievant initiates the grievance no later than fifteen (15) days after the grievant knew, or reasonably should have known of the action, which precipitated the grievance.

D. Steps

Step 1. The grievant shall first declare the possibility of a grievance exists, cite alleged contractual violations and relief sought, then discuss the grievance with the Battalion Chief, who will notify the Deputy Chief, directly with the objective of resolving the grievance. If the grievance is not resolved within fifteen (15) days at this level, a written grievance may be filed with the Fire Chief or designee. Such grievance must be filed with the Chief within fifteen (15) days (a total of thirty (30) days from the date of the informal meeting). To be considered, the grievance must be timely submitted and contain what contractual provision(s) of this Agreement is alleged to have been violated, all of the known facts constituting the alleged violation and the relief requested. Amendments to the grievance are allowed only if such amendments are completed in writing within the fifteen (15) day period listed in section C. 6 of this Article.

Step 2. If after fifteen (15) days from the date the grievance was filed with the Fire Chief the issue is not resolved, within fifteen (15) days a grievance may be filed with the County Manager. No later than fifteen (15) days following receipt of the written grievance, the County Manager or designee, shall convene a meeting in an attempt to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses (at

the expense of the party bringing the witness) to the meeting in order to present evidence on their behalf. Each party shall have the right to cross-examine witnesses brought by the other party.

Step 3. The County Manager, or designee, will have fifteen (15) days to render a decision.

Step 4. If the grievance is not resolved with the County Manager's decision, the grievant/employee filing a grievance and the Union may request that the grievance be submitted to arbitration. Such request must be submitted to the Federal Mediation and Conciliation Service with a copy to the County Manager not later than fifteen (15) days following the date that the grievant/employee filing a grievance is notified of the County Manager's decision; or the date that the decision was due.

E. Arbitration

1. The arbitrator will be selected from a list of seven arbitrators requested from the Federal Mediation and Conciliation Service. The moving party to the arbitration shall request the list of arbitrators and shall strike the first name from the list. The parties shall alternatively strike names thereafter and the last remaining name shall be the arbitrator selected.

2. The arbitrator shall conduct the hearing as soon as possible.

3. The arbitrator's decision shall be in writing and shall include the decision, the rationale and, if appropriate, relief. The arbitrator shall not have the authority to expand, or add to, the rights of employees or the Union have under the terms of this Agreement.

4. The arbitrator's decision shall be final and binding on the parties.

5. The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses.

F. Miscellaneous

1. No reprisal or retaliation by any party shall be taken against any person who participates or is a witness in the proceeding of a grievance.

2. A grievant and the party charged may be accompanied and represented at any hearing or meeting conducted under this procedure.

3. The Union shall be considered a party to any Union member's grievance. An employee, acting individually on his/her personal claimed adverse employment action, may present a grievance without the intervention of the Union provided the grievance has been processed in accordance with this procedure and the employee specifically, in writing, requests that the Union not represent him/her in the grievance. However, the Union may represent its own interests in any grievance. At any step of a grievance, the Union as a party to this Agreement will be afforded the opportunity to enter the proceeding as a party.

4. All documents related to a grievance or appeal shall be maintained as a separate file. This provision does not include documents of disciplinary action, which precipitated the grievance or appeal.

5. All grievances and grievance responses shall be filed and processed in accordance with this Agreement.

6. The grievant's and the Union's processing of grievances shall be conducted on off duty time unless otherwise agreed upon by the Fire Chief, Human

Resources Manager and the Union President, or their respective designees. If such time is allowed it shall not be considered time worked for the purpose of computing overtime.

Article 19 ASSIGNMENTS, REASSIGNMENTS AND TRANSFERS

A. Definitions:

- a. Assignment: The original station and shift assigned to an employee after the completion of the one-year new hire probation.
- b. Reassignment: A change in station while remaining on the same shift.
- c. Transfer: A change in shift assignment.

B. The primary consideration in employees' assignments, reassignments and transfers will be the needs of the County and the department as it relates to what is in the best interest of the community as determined by the Fire Chief and the County. All other consideration for reassignments and/or transfers is subordinate to the best interests of the community.

B. Employees will be given reasonable notice of involuntary transfers or reassignments. Employees wishing to be considered for voluntary transfers or reassignments may submit a request to the Fire Chief's office.

C. Prior to making permanent major changes in the job duties of firefighters, the Union will be given notice and an opportunity to provide input. When the Union has concerns regarding other job duties they shall, at the discretion of the Union President, request a meeting with the Chief and/or designee and other representatives of the County in order to make their views known.


D. If as a result of major reassignments and/or transfers issues arise, the Labor Management Committee will discuss the operational need for such reassignments and/or transfers to build mutual understanding and to resolve issues.

LOS ALAMOS COUNTY
FIREFIGHTERS ASSOCIATION


BERTRAM QUINTANA
President

3/31/2015
Date

INCORPORATED COUNTY OF LOS ALAMOS


HARRY BURGESS
County Manager

3/31/15
Date